

**PASSAIC VALLEY SEWERAGE COMMISSIONERS
TERMS AND CONDITIONS
for TRUCK DELIVERED NON-HAZARDOUS WASTES**

Section 1. GENERAL

The HAULER agrees to deliver the GENERATOR's non-hazardous waste at no cost to the PVSC to the point of connection to the PVSC's system, as designated by the PVSC. The non-hazardous waste shall meet all of the PVSC's standards, including the applicable sections of PVSC's Rules and Regulations, and shall not be detrimental to the PVSC's treatment plant. All commercial and industrial greywaters shall be in compliance with PVSC local limits as listed in Table A. The PVSC will accept the generators non-hazardous waste subject to the limitations as set forth in Section 2 and the CUSTOMER will pay for the treatment of said waste in the amount and manner set forth hereinafter. The terms Non-Hazardous Waste and Waste shall be deemed to be synonymous whenever they appear in this document.

**TABLE A
Local Limits
Monthly Average Limit (mg/l)**

Cadmium	Cd	0.19
Copper	Cu	3.02
Lead	Pb	0.54
Mercury	Hg	0.080
Nickel	Ni	5.9
Zinc	Zn	1.67

**Section 2. TREATMENT OF THE GENERATOR's NON-HAZARDOUS WASTE AND SERVICE CHARGES
TO BE LEVIED THEREFOR**

(a) The PVSC agrees to accept, treat and dispose of the GENERATOR's Waste. The CUSTOMER expressly acknowledges that it shall pay PVSC charges for all amounts of Waste delivered.

By executing this document the all parties tot his document specifically agrees to the following:

(b) All parties to this document shall not, however, discharge into the PVSC's system:

1. Any prohibited waste as defined by Section 312 of the PVSC Rules and Regulations.



2. Any ashes, cinders, sand, mud, stones, rocks, straw,avings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.
 3. Any waste with a pollutant content greater than that contained in the documentation Submitted in the PVSC Application.
 4. Any waste which is Hazardous as defined by USEPA, NJDEP and/or any other regulatory agency.
 5. Mixtures of the approved waste, as defined in the PVSC Application, and any other waste.
- (c) PVSC reserves the right to sample any delivery for any parameter before commencing discharge.
- (d) PVSC reserves the right to reject a delivery if information reveals that the introduction of the contents may negatively impact the operation of the PVSC system.
- (e) In consideration for the treatment and disposal of the Waste by the PVSC, the CUSTOMER agrees to pay the PVSC at the rate approved by PVSC. The PVSC shall have the right to adjust the aforesaid charges annually upon sixty (60) days written notice to the CUSTOMER effective on January 1 following the notice.
- (f) At its discretion, the PVSC may base its charges for Waste deliveries, upon full truckloads, regardless of whether a full truckload is actually delivered to the PVSC's treatment plant. The Waste will be delivered at the sole cost of the CUSTOMER to the PVSC's plant by a tank truck provided with either a gravity discharge or a self-contained pump capable of discharging the Waste through approximately 10 feet of a 4 or 6 inch discharge hose to the at-grade discharge point.

Section 3. PAYMENT

- (a) The PVSC shall bill the CUSTOMER monthly for charges due. The charges shall be payable upon receipt of the monthly bill by the CUSTOMER. Interest shall accrue at the rate of one and one half percent (1-1/2%) per month on charges not paid within forty-five (45) days of the billing date, or the time specified in the Agreement, whichever is greater.
- (b) If the CUSTOMER defaults in any of its obligations, PVSC may terminate the services provided hereunder forthwith provided that such termination shall in no way relieve the obligation to pay any outstanding charges then due and owing or to become due and owing. If payment is not made by the CUSTOMER timely, PVSC shall be entitled to be reimbursed for cost of collection, including reasonable attorney fees.
- (c) It is expressly understood and agreed that the all parties to this document shall acquire no ownership capital, property rights or equity in the system or plant of the PVSC whatsoever, nor shall any parties to this document acquire any rights, express or implied, to participate in any way in the operation or the administration of the PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of the PVSC's property, including but not limited to participation in eminent domain proceedings.

Section 4. ENFORCEMENT

(a) If any of the parties to this document violate any of the Terms and Conditions, including but not limited to the limitations set forth in Section 2 (b), the PVSC may terminate the services provided hereunder forthwith and refuse to accept the Waste into its system, provided that such termination shall in no way relieve the obligation to pay any outstanding charges then due and owing or to become due and owing, or constitute a waiver of any of the PVSC's rights.

(b) In addition to its right of termination, the PVSC may institute such measures as outlined in the PVSC Rules and Regulations Section 601, Authority, Violations, Etc.

(c) Furthermore, in the event any Waste discharged by any party of this document to the PVSC's system does not meet the requirements of Section 2 (b), or any other provision of these Terms and Conditions or provision or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to be paid by the PVSC, or causes the PVSC to incur fines or penalties for violation of any USEPA, NJDEP, or other governmental agency, for violation of any law, rule or permit, then in any such case, the CUSTOMER shall reimburse the PVSC in full for such additional costs incurred, or fines or penalties assessed.

Section 5. PVSC TREATMENT OF CUSTOMER WASTE

The PVSC shall use reasonable diligence and care to provide waste treatment service at its wastewater treatment plant for the use of the CUSTOMER. The PVSC shall not be liable for any failure to provide the services which are the subject of these Terms and Conditions.

The PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over the PVSC.

Section 6. INDEMNIFICATION

All parties to this document agree to indemnify and save the PVSC harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person whomsoever or damage to the property of any person whomsoever, arising out of the activities covered by these Terms and Conditions. These Terms and Conditions shall be made a part of the HAULER's Comprehensive General Liability Policy, and the PVSC shall also be designated as an additional named insured on such policy.

Section 7. INSURANCE

The HAULER shall at its own cost and expense take out and maintain and shall cause its subcontractors to obtain and maintain, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance which shall be provided in not less than the following amounts:

- | | | |
|-----|--|-------------|
| (a) | Injury or death to one person | \$1,000,000 |
| (b) | Injury or death to more than one person or more than a single occurrence | \$1,000,000 |

(c)	Property damage	\$1,000,000
(d)	Property damage on account of all occurrences	\$1,000,000

The HAULER shall have the PVSC named as an additional named insured on its policy for the coverages required, and a certificate of insurance evidencing the required insurance shall be filed by the CUSTOMER with the Executive Director of the PVSC.

Section 8. GOVERNING LAW AND VENUE

This Document shall be deemed to be executed in the State of New Jersey, regardless of the domicile of the parties to this document and shall be governed by and construed in accordance with the laws of the State of New Jersey.

Parties agree that any and all claims asserted by the PVSC arising under this document or related thereto shall be heard and determined either in the courts of the United States located in New Jersey ("Federal Courts") or in the Courts of the State of New Jersey located in Essex County in the State of New Jersey. The parties further waive all rights to trial by jury.

Further, all parties to this document agree to waive as a defense to any actions arising out of the discharge of wastes to the PVSC facility, the fact that any of the parties to this document are not entirely located within or subject to the jurisdiction of the PVSC and its ordinances.

Section 9. TESTING AND MONITORING

The GENERATOR shall be responsible for waste sampling, testing, reporting or other requirement of the NJDEP and the USEPA and for the cost thereof, regarding monitoring for waste quality parameters including heavy metals and toxic organic chemicals; copies of the waste analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for the above parameters, shall be filed with the PVSC within thirty (30) days of their submission to the regulatory Agency(s).

Section 10. SPILLAGE

Any spillage caused by the HAULER or his equipment while on PVSC property, shall be the HAULER's responsibility to properly clean up at the HAULER's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation.

Section 11. GOVERNMENTAL REGULATIONS

All parties to this document specifically agrees that if the New Jersey Department of Environmental Protection (NJDEP), or any other governmental agency having jurisdiction over the PVSC or the subject matter of this document, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this document unenforceable by its terms, then this document shall terminate within sixty (60) days of implementation of the Plan. If the Plan renders any provision of this document unenforceable, or requires changes and modifications in the document which the PVSC is unwilling to accept, then the PVSC reserves the right to terminate this document on sixty (60) days notice.

Section 12. RESERVATION OF RIGHTS

All parties to this document agree to PVSC's reserving the right to decide all questions arising as to the proper rendering of services to all parties to this document.

Section 13. VERBAL COMMUNICATION

Verbal Communication by any party to this document shall not be accepted and no representative, agent or employee of PVSC is authorized to accept any verbal communication from any party to this document to vary, alter or modify the provisions of this Terms and Conditions. Similarly, no representative, agent or employee of PVSC has been authorized to make any representations or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by any party of this document and PVSC.

Section 14. RE-APPLICATION

The CUSTOMER and/or GENERATOR discharging industrial or commercial waste shall, on an annual basis, submit a complete PVSC Application including all required laboratory analysis.

By executing this document, all parties specifically reaffirms and ratifies all information representations and warranties given PVSC. All parties further acknowledges that such information and the undertakings agreed to by all parties herein were given to induce PVSC to treat and dispose of the GENERATOR's Waste and that PVSC will rely on their truthfulness and accuracy.

In executing this document, the undersigned certifies that he has the authority to bind the parties to the agreements contained herein, and if the parties are is a corporation its execution has been authorized by proper corporate resolution.

Customer Company Name

I certify that the information given PVSC by the CUSTOMER is true and accurate. I am aware that if any information given PVSC in connection with this document is willfully false I am subject to legal penalty.

Authorized Signature

Date

**Hauler's Company Name
(If not Customer)**

I certify that the information given PVSC by the HAULER is true and accurate. I am aware that if any information given PVSC in connection with this document is willfully false I am subject to legal penalty.

Authorized Signature

Date

**Generator's Company Name
(If not Customer)**

I certify under penalty of law that the information given PVSC by the generator is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Principal Executive or
Authorized Agent

Date